tion (*City of Richmond* v. *Long*, 17 Gratt. 375), it is not clear that any liability rested on the city in this case—though possibly the decision may be justified on the ground of nuisance. See note to *Maia* v. *Hospital*, 5 Va Law Reg. 543.

In *Lawson* v. *Hutchings*, 118 Fed. 321, the Circuit Court of Appeals for the Seventh Circuit, construing the statute of limitations of Illinois providing that it should be extended for one year in any "actions" specified, where the judgment should be later reversed or arrested, or plaintiff be non-suited, holds the word "action" is not limited to suit at law, but includes suits in equity. The court distinguishes the law of Virginia as follows:

"We have been referred to several cases, notably *Dawes* v. *Railroad Co.*, 96 Va. 733, 32 S. E. 778; *Gray's Adm'x* v. *Berryman*, 4 Munf. 181; *Elam* v. *Bass' Ex'rs*, Id. 301; *Roland* v. *Logan*, 18 Ala. 307. It is sufficient to say, without approving or disapproving the reasoning of the court in those cases, that they are founded upon statutes unlike the one here. The reasoning of the courts in those cases is founded upon the precise terms of the statute, which sought to bar legal actions only, and extends the time only when the judgment, not going to the merits, is reversed by a writ of error, the language 'or upon appeal' not being within the terms of the statute; while in the statute we are considering the words 'suits' and 'actions' are used as convertible terms, and the reversal provided for may be by writ of error or by appeal, indicating that the word 'judgment,' as used, comprehends the decree of a court of chancery as well as the judgment of a court of law. This construction is upheld in the decision of the circuit court of appeals for the Eighth circuit in *Alexander* v. *Gordon*, 41 C. C. A. 228, 101 Fed. 91, construing the statute of Arkansas, like to the one here. It is there held that a suit at law commenced within one year after the dismissal of a chancery suit was within the saving statute, and that the statute of limitations did not bar the action. The dismissal of the chancery suit here did not go to the merits of the cause. The judgment of the appellate tribunal instructed the claimant that he had mistaken his forum. The case, in our judgment, is clearly within the intent of the statute, and we think also within the letter."

The question is only of theoretical interest, however, in Virginia. Section 2934 of the Code, as amended by the acts of 1897-8, p. 252, extends the indulgence, in terms, to "any action or suit" in which plaintiff has proceeded in the wrong forum or has brought the wrong form of action or against the wrong defendant, and judgment is rendered against him solely on that ground.

ADMIRALTY—SEAMAN—INJURY—DUTY OF SHIP TO MAKE THE NEAREST PORT.—A seaman, while in the discharge of his duty, accidentally and without fault of his own or of the ship, fell and broke his leg. The master of the ship, who was without experience in treating fractures, set the leg as well as he could, but made no change in the course of the ship. The seaman made no complaint, and the leg was supposed to be healing, but upon the arrival of the ship at her destination, the limb was examined by surgeons, who found that the bones had failed to unite and that amputation was necessary. This was made. Upon libel subsequently filed, it was held that it was the absolute duty of the master to deviate from the course of the voyage immediately after the accident to some port of distress for the purpose of procuring surgical aid for the seaman, and

that the master was guilty of negligence in failing to do so. It was further held that such a deviation would not have invalidated the insurance on vessel and cargo, and that this consideration was therefore no excuse for the master's conduct. *The Iroquois* (C. C. A.), 118 Fed. 1003, affirming 113 Fed. 964.

Per Gilbert, Circuit Judge:

"The duty of the master to the appellee was a positive one. In *Robertson* v. *Baldwin*, 165 U. S. 287, 17 Sup. Ct. 326, 41 L. Ed. 715, Mr. Justice Brown, referring to the protection accorded to seamen, observed that they are treated 'as needing the protection of the law in the same sense which minors and wards are entitled to the protection of their parents and guardians.' The appellee had been disabled while in the service of the ship, and without any fault on his own part. By the maritime law he was entitled to be healed at the expense of the ship. *Reed* v. *Canfield*, 1 Sumn. 195, Fed. Cas. No. 11,641; *Harden* v. *Gordon*, 2 Mason, 54, Fed. Cas. No. 6,047. This obligation was imposed upon the ship in consideration of the appellee's services, and his undertaking to engage in possibly perilous voyages, and encounter hazards, if necessary, in the protection of the ship and cargo. The injury to the appellee was a serious one, and the master must be presumed to have known that it required careful and scientific treatment."

In support of its ruling upon the question of insurance the court cited *Burgess* v. *Insurance Co.*, 126 Mass. 70, 30 Am. Rep. 654; *Bond* v. *The Cora*, 2 Wash. C. C. 80, Fed. Cas. No. 1621; *Perkins* v. *Banking Co.*, 10 Gray, 312, 71 Am. Dec. 654.

PRINCIPAL AND AGENT — KNOWLEDGE — NOTICE — ADVERSE INTEREST OF PRINCIPAL.—While the rule is generally recognized that the knowledge of or notice to an agent, while acting within the scope of his authority, is notice to his principal, there are well-settled exceptions to it. One of these is where the agent's relations to the subject matter, or his previous conduct, render it certain that he will not disclose the knowledge. In such cases the presumption is that he will conceal, rather than disclose, any fact which might be detrimental to his own interests. H was cashier of defendant bank and also interested with complainant in a sale of certain cattle. He received payment in a draft and credit slip payable to the bank. These he deposited to his own credit, afterwards checking upon and converting the fund to his own use. Upon a bill filed to hold the bank chargeable with notice, through its cashier, of complainant's interest in the fund, *Held*, that no such liability existed. *Bank of Overton* v. *Thompson* (C. C. A.), 118 Fed. 798.

The following from *Innerarity* v. *Bank*, 139 Mass. 332, 52 Am. Rep. 710, is quoted with approval:

"While the knowledge of an agent is ordinarily to be imputed to the principal, it would appear now to be well established that there is an exception to the construction or imputation of notice from the agent to the principal in case of such conduct by the agent as raises a clear presumption that he would not communicate the fact in controversy, as where the communication of such a fact would necessarily prevent the consummation of a fraudulent scheme which the agent was engaged in perpetrating. *Kennedy* v. *Green*, 3 Mylne & K. 699; *Cave* v. *Cave*, 15 Ch. Div. 639; *In re European Bank*, 5 Ch. App. 358; *In re Marseilles*